

**EXHIBIT A**

*Stipulation Between the Chapter 11 Trustee and the Port of Douglas County  
Regarding the Lease, the Application of the Surety Deposit to the Claims of the  
Port of Douglas County, and the Modification of the Automatic Stay*

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10     *Attorneys for Mark D. Waldron, in his capacity  
11    as the duly-appointed Chapter 11 Trustee herein*

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13     **UNITED STATES BANKRUPTCY COURT  
14    EASTERN DISTRICT OF WASHINGTON**

15     In re:

16     GIGA WATT, Inc., a Washington  
17    corporation,

18     Debtor.

19     Case No. 18-03197

20     The Honorable Frederick P. Corbit

21     Chapter 11

22     **STIPULATION BETWEEN THE  
23    CHAPTER 11 TRUSTEE AND THE  
24    PORT OF DOUGLAS COUNTY  
25    REGARDING THE LEASE, THE  
APPLICATION OF THE SURETY  
DEPOSIT TO THE CLAIMS OF  
THE PORT OF DOUGLAS  
COUNTY, AND THE  
MODIFICATION OF THE  
AUTOMATIC STAY**

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27     This *Stipulation Between the Chapter 11 Trustee and the Port of Douglas*  
28    *County Regarding the Lease, the Application of the Surety Deposit to the Claims*  
29    *of the Port of Douglas County, and the Modification of the Automatic Stay* (the  
30    \_\_\_\_\_)

31  
32     <sup>1</sup> Ms. Egan was recently admitted to the Washington State Bar. She will shortly  
33    apply for admission to the U.S. District Court for the E.D. Washington. She is  
34    admitted in this case *pro hac vice*.

35     **STIPULATION BET. CH. 11 TRUSTEE AND  
36    PORT OF DOUGLAS COUNTY RE LEASE, ETC. - Page 1**

1     “Stipulation”) is entered into by and between the Port of Douglas County (the  
2     “Port”), on the one hand, and Mark D. Waldron, in his official capacity as the  
3     Chapter 11 Trustee in the above-captioned bankruptcy case (the “Chapter 11  
4     Trustee”), on the other hand.

5                 IT HEREBY STIPULATED AND AGREED that the Chapter 11 Trustee’s  
6     time to assume or reject that certain *Lease for Portion of Pangborn Airport*  
7     *Business Park East Wenatchee, Washington*, dated March 9, 2017, and *Addendum*  
8     *to Lease Agreement*, dated August 15, 2017, (collectively, the "Lease") entered  
9     into by and among the Port and Giga Watt, Inc. (the “Debtor”), is hereby extended  
10    for ninety days to June 17, 2019 (the “90-Day Extension Period”); **provided that**  
11    the Lease shall be deemed rejected as of March 19, 2019 without the need for  
12    further notice or Order if, within thirty days of the date of this Stipulation, the  
13    Court has not entered an Order that both (1) approves this Stipulation and (2)  
14    modifies the automatic stay set forth in section 362 of title 11 of the United States  
15    Code to permit the Port to exercise its rights under the Stipulation (the “Approval  
16    Order”).

17                 IT IS FURTHER STIPULATED AND AGREED that the Port hereby grants  
18    to the Chapter 11 Trustee the right to defer \$4,000.00 in monthly rent (the “Rent  
19    Deferral”) from the current monthly rent of \$9,722.97 during the 90-Day  
20    Extension Period, effective as of the date that the Court enters the Approval  
21    Order.

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24                 STIPULATION BET. CH. 11 TRUSTEE AND  
25                 PORT OF DOUGLAS COUNTY RE LEASE, ETC. - Page 2

1           IT IS FURTHER STIPULATED AND AGREED that if the Chapter 11  
2 Trustee has not removed the personal property on Lots 8 & 9 by March 31, 2019,  
3 then the Port will have the express right to do so. The Chapter 11 Trustee shall not  
4 wait until entry of the Approval Order before removing the personal property on  
5 Lots 8 & 9.

6           IT IS FURTHER STIPULATED AND AGREED that the Port shall be  
7 allowed to apply the \$350,000 surety deposit that the Port is currently holding  
8 with respect to the Lease (the “Surety Deposit”) to the following expenses:

9           1.       To pay the cost of Port administrative expenses incurred up to  
10 March 19, 2019 in the above-captioned bankruptcy case, including, but not limited  
11 to, rent at the current rental rate under the Lease, attorneys fees, fencing costs, and  
12 any payments made by the Port to maintain the premises that are the subject of the  
13 Lease;

14           2.       To pay the cost of filling the hole that the Debtor dug and left  
15 on land that is adjacent to the Premises and that the Port administers;

16           3.       To pay the cost of removing the personal property located on  
17 Lots 8 & 9 of the property that the Port administers if the Chapter 11 Trustee has  
18 failed to do so on or before March 31, 2019;

19           4.       To pay the cost of all administrative expenses as they are  
20 incurred by the Port during the 90-Day Extension Period and to the date of the  
21 closing of a transaction pursuant to which the Lease is assumed and assigned, in  
22 the event that the 90-Day Extension Period is extended;

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24 STIPULATION BET. CH. 11 TRUSTEE AND  
PORT OF DOUGLAS COUNTY RE LEASE, ETC. - Page 3  
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1           5. At the end of the 90-day Extension Period, to reimburse the  
2 Port for the Rent Deferral amount;

3           6. In the event of an extension of the 90-Day Extension Period  
4 and if the Lease is not assumed and assigned before July 31, 2019, then the Port  
5 may treat the payment due under CERB loan S17-790A0-133 on July 31, 2019 in  
6 the amount of \$17,830.36 (the “July CERB Payment”) as Deferred Rent and may  
7 pay the July CERB Payment out of the Surety Deposit; provided that, if the Surety  
8 Deposit is depleted by July 31, 2019, then the July CERB Payment shall be  
9 included as a closing cost or a cure cost payable to the Port in the event the 90-  
10 Day Extension Period is extended and the Chapter 11 Trustee assumes and assigns  
11 the Lease pursuant to section 365 of the Bankruptcy Code; and

12           7. The Port may apply the Surety Deposit to the payment of  
13 administrative expenses, excluding Rent Deferral, as they are incurred.

14           IT IS FURTHER STIPULATED AND AGREED that the automatic stay  
15 provided by section 362 of title 11 of the United States Code is hereby modified to  
16 allow the Port to exercise its rights under this Stipulation commencing on the date  
17 that the Approval Order is entered on the docket of the Court.

18           IT IS FURTHER STIPULATED AND AGREED that nothing contained in  
19 this Stipulation shall limit the Port’s right to assert any and all claims it may have  
20 against the Debtor’s estate at the conclusion of the 90-Day Extension Period.

21           IT IS FURTHER STIPULATED AND AGREED that this Stipulation may  
22 be executed in counterparts and that a facsimile or electronic signature shall have  
23 the same binding effect on all parties hereto as an original signature.

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24           STIPULATION BET. CH. 11 TRUSTEE AND  
PORT OF DOUGLAS COUNTY RE LEASE, ETC. - Page 4

1 IT IS FURTHER STIPULATED AND AGREED that this stipulation,  
2 together with the Lease, constitute the sole and entire agreement of the Parties  
3 with respect to the subject matter of this Stipulation, and supersedes all prior and  
4 contemporaneous understandings, agreements, representations, and warranties,  
5 both written and oral, with respect to the subject matter.

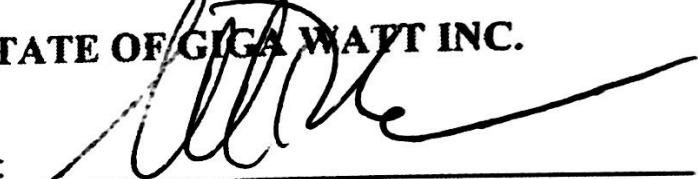
6 March 19, 2019

**PORT OF DOUGLAS COUNTY**

7 By: Jane Parks  
8 Printed Name:  
9 Its: Executive Director

10 March 19, 2019

**ESTATE OF GIGA WATT INC.**

11 By:   
12 Mark D. Waldron, in his capacity as  
3 the Chapter 11 Trustee in the  
bankruptcy case of Giga Watt, Inc.,  
and not in any personal capacity.

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**STIPULATION BET. CH. 11 TRUSTEE AND  
PORT OF DOUGLAS COUNTY RE LEASE, ETC. - Page 5**